

2008 WL 5161704 (Miss.Cir.) (Trial Pleading)  
Circuit Court of Mississippi.  
Lowndes County

John DICKERSON, Jr., Plaintiff,

v.

ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA,  
Jabari Ogbonna Edwards, & the Edwards Agency, Inc., Defendants.

No. 2008-0111-CV1.  
August 8, 2008.

**Complaint**

John Dickerson, Jr., [Richard T. Phillips](#) (MSB#4170), Attorney For the Plaintiff, [Richard T. Phillips](#), Esq. MSB#4170, [Jason L. Nabors](#), Esq. MSB #101630, Smith, Phillips, Mitchell Scott & Nowak, LLP, P. O. Drawer 1586, Batesville, MS 38606, Tel: (662) 563-4613, Attorneys For the Plaintiff.

Comes now the Plaintiff, JOHN DICKERSON, JR., through counsel, and files this Complaint against Defendants, ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, JABARI OGBONNA EDWARDS, & THE EDWARDS AGENCY, INC., and in support of said Complaint, the Plaintiff hereby states as follows:

***PARTIES***

**1.**

The Plaintiff, JOHN DICKERSON, JR., is an adult resident citizen of Lowndes County, Mississippi.

**2.**

Defendant, Allianz Life Insurance Company of North America (“Allianz”), is an insurance company with its principal place of business located at 5701 Golden Hills Drive, Minneapolis, Minnesota. Allianz may be served with process in the State of Mississippi through service upon its registered agent, C T Corporation System of Mississippi 645 Lakeland East Drive Suite 101 Flowood, Mississippi.

**3.**

Defendant, JABARI OGBONNA EDWARDS (“Edwards”), a sales agent for Allianz, is an adult resident citizen of Lowndes County, Mississippi, with his principal place of business located at 135 Temple Drive, Columbus, Mississippi.

**4.**

Defendant, THE EDWARDS AGENCY, INC. (“Edwards Agency”), at all times relevant to this Complaint was a corporation operating and existing under the laws of the State of Mississippi, with its principal place of business located at 200 6th Street North, Suite 604, Columbus, Mississippi. The Edwards Agency, Inc., may be served with process through service upon its President and sole officer, Jabari Ogbonna Edwards.

## ***JURISDICTION***

### **5**

Jurisdiction and venue are proper in this Court because the contract and torts at issue in this litigation all were entered into and/or occurred in Lowndes County, Mississippi. Furthermore, all damages alleged herein occurred in Lowndes County, Mississippi. Each claim stated herein includes a tort that was committed in whole or in part in the State of Mississippi. This court has jurisdiction of this matter based on the Mississippi State Constitution, and as the matter in controversy exceeds the sum established by [§9-7-81 of the Mississippi Code](#).

### **6.**

Venue is proper in this Court in accordance with the Mississippi Rules of Procedure and the laws of the State of Mississippi, specifically [§11-11-3 of the Mississippi Code Annotated](#), as amended, as the acts giving rise to this complaint took place in Lowndes County, Mississippi. Pursuant to the Mississippi Constitution, [Miss. CODE ANN. § 9-7-81](#), [Miss. CODE ANN. § 11-11-3](#), and [Rule 82 of the Mississippi Rules of Civil Procedure](#), jurisdiction and venue are proper in the Circuit Court of Lowndes County, Mississippi.

## ***FACTS***

### **7.**

On January 11, 2006, the Defendant Allianz through its agents, Defendant Jabari Ogbonna Edwards and Defendant The Edwards Agency, Inc., sold then-77-year-old Plaintiff, John Dickerson, Jr., a deferred annuity, Policy Number 70392999. *See* Exhibit A, Complete Policy dated February 7, 2006, including Contract Summary dated February 8, 2006, and Application dated January 11, 2006.

### **8.**

In 2002, the Defendants Edwards and Edwards Agency had sold a New York Life annuity to the Plaintiff, Mr. Dickerson. The New York Life annuity had an accrued value of \$103,143.46, as of January of 2006, a fact of which Edwards was aware, having served as a sales and/or servicing agent on the New York Life annuity.

### **9.**

In January of 2006, Defendant Edwards, acting on behalf of himself, and as an agent of Allianz and Defendant Edwards Agency, as well as being the agent who had sold the Plaintiff his New York Life policy, approached Mr. Dickerson to induce him to “roll” the New York Life annuity into the annuity product from Allianz. Defendant Edwards represented to the Plaintiff that Allianz was paying a 12% bonus and that the replacement of the New York Life annuity with the Allianz annuity would be in the Plaintiff's best interest.

### **10.**

The Plaintiff was an **elderly** man, 77 years old at the time, requiring conservative investing. The Plaintiff specifically informed Defendant Edwards that he would not purchase the Allianz annuity unless the full principal could be recouped at any time without penalty.

**11.**

Defendant Edwards expressly represented to Mr. Dickerson that he could recover his full principal at any time through the Allianz annuity. Edwards also informed the Plaintiff that the product paid a first year 12% bonus.

**12.**

Based upon misrepresentations by and on behalf of the Defendants regarding the Allianz deferred annuity, Defendant Edwards induced the Plaintiff to transfer the entire \$103,143.46 amount from the New York Life annuity to the purchase of the Allianz deferred annuity.

**13.**

The Plaintiff relied on the Defendants' representations in agreeing to roll funds into the Allianz annuity, under the belief that Defendant Edwards was acting in the Plaintiff's best interest.

**14.**

Based on the representations of the Defendants, the Plaintiff signed the Allianz Authorization to Transfer funds, dated January 11, 2006, which allowed the transfer of the Plaintiff's funds from the New York Life annuity into the Allianz deferred annuity. *See* Exhibit B, Authorization to Transfer Funds. On this date, the Plaintiff also signed the Application for the Allianz annuity. *See* Exh. A, Policy, including Application dated January 11, 2006.

**15.**

The initial premium paid by the Plaintiff for this Allianz deferred annuity product was \$103,143.46. On the date of the sale, the Plaintiff was 77 years of age.

**16.**

The annuity was issued by Allianz on February 7, 2006. *See* Exh. A. Defendant Edwards delivered the Policy, including a Contract Summary dated February 8, 2006, to Mr. Dickerson on or about February 24, 2006.

**17.**

Defendant Edwards never informed the Plaintiff that, actually, the Plaintiff could not recover 100% of his principal at any time or that the current cash surrender value at the time the Plaintiff entered into the annuity was \$92,191, or only 87.5% of the initial premium.

**18.**

On or about February 24, 2006, Defendant Edwards delivered the Policy and Contract Summary to the Plaintiff. Upon reviewing the Policy and Summary, the Plaintiff questioned Defendant Edwards regarding what appeared to be inconsistencies in the terms of the Policy and the representations made by Defendant Edwards in selling the annuity. The product did not appear to allow withdrawal of principal at any time without any penalty, for example, as expressly represented by Defendant Edwards.

19.

In questioning Edwards regarding the terms of the Policy, the Plaintiff was complying with the express instructions and recommendations of Allianz. The Allianz Contract Summary specifically provided: "For further information regarding this Contract Summary, contact your agent or the home office." Exh. A. In accordance with these instructions, the Plaintiff asked the Defendant Edwards, the Allianz agent, about the apparent inconsistencies in the materials delivered to the Plaintiff.

20.

In response to the Plaintiff's inquiry, Edwards expressly assured Mr. Dickerson that the annuity operated in accordance with his previous explanation. He insisted that the way the Allianz product worked the full principal investment could be withdrawn, without penalty, at any time. To further misrepresent and/or conceal the true nature of the Allianz annuity, Defendant Edwards struck through language on the Contract Summary, drawing a line through the cash surrender value information, which stated that the cash surrender value on the annuity was \$92,191, or 87.5% of the initial premium. Defendant Edwards drew an "X" through the cash surrender value totals, saying this column and the stricken language was not applicable to the Edwards purchase. *See* Exh. A.

21.

Mr. Dickerson trusted Mr. Edwards who had acted as a prior **financial** advisor. When Mr. Dickerson said this didn't seem right, Defendant Edwards assured him it was. Edwards hand-wrote and signed a Guaranty Agreement, dated February 24, 2006, stating: "I, Jabari Ogbonna Edwards, attest that this policy (70392999) will perform as I have stated. If not, I assume all risk under my E&O insurance policy." Exhibit C, Guaranty of Defendants Edwards and Edwards Agency.

22.

Further, as the President and sole officer of Edwards Agency, Defendant Edwards also signed the Guaranty Agreement on behalf of Defendant Edwards Agency. The Guaranty specifically states: "I (Jabari Ogbonna Edwards) also stake the E&O insurance of the Edwards Agency, Inc." Exh. C.

23.

At no time did Defendant Edwards inform the Plaintiff that Allianz paid a substantially increased commission for the sale of said deferred annuity.

24.

The deferred annuity at issue did not perform as warranted by Defendant Edwards or Allianz's marketing materials, as set out below. Not only is the cash surrender value not 112%, as represented to the Plaintiff, but said annuity is detrimental to the **financial** interests of the Plaintiff by requiring a long deferral period before funds can be withdrawn without penalty. The Plaintiff never would have purchased this product if not for the concealment of the Defendants regarding the true nature of its operation and terms.

25.

As a direct result of the Defendants' wrongdoing, the Plaintiff suffered anxiety and emotional distress. As a senior citizen, the Plaintiff's retirement funds were of extreme importance and necessity. The wrongful conduct of the Defendants, as described herein, caused the Plaintiff great distress and emotional harm and pain and suffering, for which the Defendants should be held liable.

### ***THE ALLIANZ DEFERRED ANNUITY SCHEME***

#### **26.**

The annuity marketed and sold to the Plaintiff in this action is a deferred annuity. Deferred annuities provide a long-term investment vehicle, not an up-front income stream. Deferred annuities forego payment until a future maturity date, and a deferred annuity has two periods: 1) the accumulation period, and 2) the payout period. During the accumulation period, the earnings on the annuitant's premium payments grow, tax deferred, for as long as the owner leaves the earnings in the annuity. During the payout period, the annuity company pays income to the annuitant or designated beneficiary of the annuity income.

#### **27.**

Under the terms of the deferred annuity, the annuitant cannot withdraw his or her investment or the earned interest without penalty until the deferred annuity matures, which is 10 years in the annuity at issue.

#### **28.**

The penalty for early withdrawal of either the principal or earnings is called a "surrender charge." The surrender charge is a burdensome penalty, discouraging early withdrawal of principal from an annuity. As a result, the terms of deferred annuities severely limit senior citizens' access to their funds for emergencies or cash-flow purposes.

#### **29.**

Allianz represents that its deferred annuities are beneficial because the principal and the interest accrues tax-deferred prior to withdrawal. After that deferral period, it is taxed at ordinary income tax rates. This may be beneficial to an annuitant who is currently working and, therefore, paying income tax. A deferred annuity does not benefit a senior citizen such as Mr. Dickerson, however, who is already retired and, therefore, not paying as much in income taxes, when any at all.

#### **30.**

Deferred annuities are not appropriate for senior citizens such as Mr. Dickerson who may need access to the principal prior to the maturity date due to medical expenses, assisted living costs and otherwise. Most importantly, deferred annuities are inappropriate for senior citizens because the investment often does not mature within the senior citizen's lifetime. Allianz had full knowledge of these facts at the time of the sale to Mr. Dickerson. Allianz, however, intentionally targeted, through its agents including Edwards, **elderly** people such as Mr. Dickerson in order to reap massive surrender charges prior to policy maturity.

#### **31.**

Allianz began aggressively targeting senior citizens such as the Plaintiff with its deferred annuity sales in the late 1990's. Allianz repeatedly ignored numerous state policy and regulatory warnings addressing improper marketing and sales of deferred annuities to seniors.

32.

Allianz and its agents, including Edwards, garnered the trust of seniors and their confidential and personal **financial** information, to in turn manipulate them into buying a deferred annuity.

33.

Allianz and its agents engaged in deceptive sales techniques designed to mislead senior citizens regarding the purported benefits and advantages of annuities compared to other forms of investments. They concealed or downplayed the disadvantages of purchasing a deferred annuity in later stages of life. The Allianz marketing materials mislead seniors by not adequately disclosing and misrepresenting the hefty surrender charges that remain in effect for the first 10-15 years of the annuity and by not adequately disclosing that the maturity date is beyond the actuarial life expectancy of the annuitant.

34.

Allianz's marketing materials did not disclose that the guaranteed minimum account value does not exceed the premiums paid for many years, and that the policyholder must *not* surrender the annuity for a significant period of time before the guaranteed minimum account value will protect against the risk of losing money.

35.

Senior citizens were an ideal target for this scheme and are particularly susceptible to these deceptive and misleading practices. Allianz induced, condoned and encouraged its agents, including Defendants Edwards, to engage in aggressive and predatory marketing tactics, including targeting and **exploiting** the vulnerability and concerns of senior citizens.

36.

Allianz offered bonuses, unusually high commissions and other promotions to its agents for targeting and selling Allianz deferred annuity products to seniors, including the Plaintiff.

37.

From the marketing and sales of the deferred annuities, Allianz realized immense profits.

38.

Pursuant to their agreements with Allianz, agents including Defendant Edwards adhered to the sales procedures, protocols and materials dictated, prepared and/or approved by Allianz. These sales protocols and procedures include the use of standard annuity marketing materials, illustrations and form contracts created and/or authorized by Allianz.

39.

Allianz and its agents, including Defendant Edwards, colluded in targeting the **elderly** and coordinate the exchange of private **financial** and personal information of intended victims. Allianz and its agents developed profiles of particular individuals based on age, available assets and predicted vulnerability.

40.

Allianz's marketing materials were drafted to mislead seniors into purchasing said annuities for the sole benefit of the Defendants, and to the detriment of Plaintiff and other seniors. Furthermore, the Allianz marketing scheme concealed the true nature of these **financial** products and fails to disclose the disadvantages to seniors who purchase the Allianz annuity.

41.

The Plaintiff, John Dickerson, Jr., has been damaged as a direct and proximate result of the misrepresentations by the Defendants regarding said deferred annuity.

### ***CAUSES OF ACTION***

#### ***COUNT I BREACH OF CONTRACT***

42.

Plaintiff adopts by reference and realleges each and every allegation of this Complaint the same as though specifically set out herein again.

43.

On or about February 7, 2006, Defendant Edwards drafted and signed a Guaranty Agreement, stating: "I, Jabari Ogbonna Edwards, attest that this policy (70392999) will perform as I have stated. If not, I assumed all risk under my E&O insurance policy." Exhibit C, Guaranty of Defendants Edwards and Edwards Agency.

44.

The Guaranty was also entered into by Defendant Edwards Agency. The Guaranty specifically states: "I (Jabari Ogbonna Edwards) also stake the E&O insurance of the Edwards Agency, Inc." Exh. C. The Guaranty was signed by Defendant Edwards, who is the President and sole officer of Edwards Agency.

45.

Defendant Edwards was acting as an agent and representative of both Allianz and the Edwards Agency. Additionally, the Guaranty was signed after the Plaintiff contacted Defendant Edwards for an explanation of the Allianz policy, as Allianz expressly recommended and instructed the Plaintiff to do in the Contract at issue. *See* Exh. A. Edwards, Allianz and the Edwards Agency are bound to the terms of the Guaranty Agreement.

46.

The subject annuity did not operate as warranted, and instead, operated to the detriment of the Plaintiff. Consequently, the Plaintiff is entitled to damages for breach of said Guaranty Agreement.

#### ***COUNT II NEGLIGENCE & GROSS NEGLIGENCE***

47.

Plaintiff adopts by reference and realleges each and every allegation of this Complaint the same as though specifically set out herein again.

48.

The Defendants had a duty, as insurance and **financial** advisors, to inform the Plaintiff regarding the subject annuity product and to advise the Plaintiff to act for the Plaintiff's best interests, not for the Defendants' sole pecuniary gain.

49.

Defendants negligently and grossly negligently failed to advise the Plaintiff regarding the true nature and operation of said deferred annuity. Instead, Defendant Edwards, acting as an agent on behalf of himself, Allianz and Edwards Agency, affirmatively misrepresented and concealed the true facts of this annuity from the Plaintiff. Defendant Allianz misled the Plaintiff and concealed the true facts of this scheme through its deceptive sales and marketing practices, adopted, carried out and enhanced by Defendant Edwards, aimed at taking advantage of senior citizens such as the Plaintiff.

50.

As a direct and proximate result of said negligence and gross negligence, the Plaintiff has suffered damages, for which the Defendants should be held liable.

### ***COUNT III RESCISSION***

51.

Plaintiff adopts by reference and realleges each and every allegation of this Complaint the same as though specifically set out herein again.

52.

Because of the material misrepresentations and concealment by the Defendants, the Plaintiff never gave mutual consent to be bound by the deferred annuity contract in question. As a result, Mississippi law provides that the contract may be rescinded, putting the Plaintiff in the same position he was in on the date of the contract.

### ***COUNT IV FRAUD***

53.

Plaintiff adopts by reference and realleges each and every allegation of this Complaint the same as though specifically set out herein again.

54.



The Defendants, through their misrepresentations regarding the nature and terms of the deferred annuity contract at issue, fraudulently induced the Plaintiff to purchase said deferred annuity. Specifically, the Defendants marketed this product to the Plaintiff and other senior citizens, representing that said product would benefit seniors. In reality, said annuity product is detrimental to the interests of seniors, as aforesaid.

55.

Defendant Edwards, an agent acting on behalf of himself, Allianz and Edwards Agency, fraudulently represented that the deferred annuity allowed the principal to be withdrawn at any time, which was untrue. Defendant Edwards further misrepresented that the Plaintiff would receive an immediate 12% bonus for purchasing the annuity, which was misleading.

56.

The Plaintiff relied on the misrepresentations of the Defendants in purchasing said deferred annuity. As a result of the Defendants' misrepresentations, the Plaintiff has suffered damages for which the Defendants should be held liable.

#### ***COUNT V FRAUDULENT CONCEALMENT***

57.

Plaintiff adopts by reference and realleges each and every allegation of this Complaint the same as though specifically set out herein again.

58.

Allianz, and the Defendants Edwards and Edwards Agency, fraudulently concealed the true terms and operation of the deferred annuity product from the Plaintiff. Plaintiff took all reasonable steps to protect himself and could not have reasonably known about the Defendants' scheme pursuant to which this fraudulent sale was made.

59.

Defendant Edwards made specific verbal and written misrepresentations, including the striking of material terms regarding the deferred annuity at issue and execution of the written guaranty, all designed to fraudulently conceal the true nature of the Allianz product.

60.

Allianz trained its agents, including Defendant Edwards, not to disclose its fraudulent practices described herein. Allianz did not disclose its practices in any of its policies or sales and marketing materials provided to Plaintiff.

61.

As a result of the foregoing, Plaintiff could not reasonably discover the unlawful and unethical practices described herein and did not do so until recently, and as a result of the concealment by the Defendants, the Plaintiff suffered damages.

***COUNT VI BREACH OF FIDUCIARY DUTY***

**62.**

Plaintiff adopts by reference and realleges each and every allegation of this Complaint the same as though specifically set out herein again.

**63.**

Because the Defendants were **financial** advisors and because of their superior knowledge and ability to manipulate and control senior citizens' **finances**, and because the Defendants' marketed and sold the **financial** products at issue to the Plaintiff, the Defendants assumed fiduciary duties to the Plaintiff.

**64.**

The Defendants Edwards and Edwards Agency already acted as **Financial** Advisor to the Plaintiff when Edwards approached the Plaintiff with the Allianz senior citizen scheme. Edwards previously sold the Plaintiff the New York Life Insurance Policy, which he now sought to “roll over” into the unsuitable Allianz annuity.

**65.**

The Defendants owed the Plaintiff fiduciary duties of loyalty, honesty, fidelity, trust and due care in their fiduciary obligations, and were and are required to use their utmost ability to provide investment advice in a fair, just and equitable manner and to act in furtherance of the best interests and benefit of the Plaintiff, and not just for the benefit of the Defendants.

**66.**

Defendants breached said fiduciary duties by unreasonably and in bad faith refusing to give sufficient consideration to Plaintiff's welfare rather than their own **financial** interests, and instead, using deceptive sales practices in fraudulently concealing the detrimental nature of the deferred annuity to the Plaintiff.

**67.**

As a direct and proximate result of Defendants' violations of their fiduciary duties, Plaintiff has been damaged and suffered economic and non-economic losses, all in an amount to be determined according to proof at trial.

***COUNT VII BAD FAITH & BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING***

**68.**

Plaintiff adopts by reference and realleges each and every allegation of this Complaint the same as though specifically set out herein again.

**69.**

The Defendants had duty of good faith and fair dealing with regard to their relationship with the Plaintiff. The relationship of insurer and insured exists between Allianz and Plaintiff, and as a result, Allianz has duties of good faith imposed by the laws of the State of Mississippi. As agent and **financial** advisor, Defendants Edwards and Edwards Agency also owed the Plaintiff duties of good faith and fair dealing.

**70.**

The Defendants breached said duties by: 1) using deceptive and misleading materials, which failed to adequately disclose the disadvantages of buying a deferred annuity, including tax consequences and penalties, and lack of access to their annuity investments within their lifetime; 2) failing to disclose the significant commissions that agents earn from the sale of annuities to Plaintiff; 3) obscuring and hiding references to the surrender charges, penalties and/or other fees incurred upon early withdrawal or death, 4) drafting and using form annuity contracts that fail to properly apprise seniors of required information and in the required format about the surrender period and associated surrender penalties, 5) failing to consider Plaintiff's welfare above its own, and 6) failing to competently train and supervise its agents and/or employees.

**71.**

Plaintiff has been damaged as a direct and proximate result of the Defendants' wrongdoing, as aforesaid. Said acts of the Defendants were intentional, fraudulent and/or grossly negligent, calling for the imposition and award of punitive damages.

***COUNT VIII UNJUST ENRICHMENT & CONSTRUCTIVE TRUST***

**72.**

Plaintiff adopts by reference and realleges each and every allegation of this Complaint the same as though specifically set out herein again.

**73.**

The Defendants received substantial profits through their wrongdoing, as a result of the deferred annuity scheme, and said profits should not in good conscience be retained by the Defendants, and the interests of justice requires that the Defendants be required to disgorge said benefits obtained through its wrongful and fraudulent actions.

**74.**

By virtue of the relationship between the Defendants and the Plaintiff, and the facts alleged above, equity requires that a constructive trust be established over the monies unlawfully retained by the Defendants

**75.**

Plaintiffs further pray for any other equitable relief that the Court deems appropriate.

***DAMAGES***

**76.**

The Plaintiff has incurred actual damages including loss of contract benefits and mental and emotional distress as a result of the Defendants' wrongdoing, as aforesaid. The Plaintiff should be awarded actual, compensatory damages in such amounts as are sufficient to compensate in full the Plaintiff for the full amount of all losses and damages.

**77.**

Plaintiff has also suffered actual damages, as a result of the Defendants' wrongdoing, by incurring the costs and expenses required in the prosecution of this case, including attorneys' fees and expenses. Plaintiff has also lost pre-and post-judgment interest on all funds due the Plaintiff for which damages are sought.

**78.**

As a direct result of the Defendants' wrongdoing, the Plaintiff suffered anxiety and emotional distress. Under Mississippi law, the Plaintiff is entitled to an award for said emotional distress and other extra-contractual damages, as allowed by law.

**79.**

The Defendants, as a result of their wrongful conduct, knew or should have known that attorneys' fees and additional expenses would be incurred in correcting said wrongs. Such attorneys' fees and expenses have been incurred by the Plaintiff, and said fees and expenses were necessary to bring these Defendants to justice. As a result, the Plaintiff is entitled to recover, as a part of his compensatory damages in the case, all attorneys' fees and costs incurred in pursuing this litigation.

**80.**

As alleged in this Complaint, the Defendants were engaged in fraudulent and deceptive sales and marketing practices, aimed at inducing the Plaintiff and other senior citizens into purchasing deferred annuity products that were detrimental to the Plaintiff and said senior's **financial** interests. Such tortious and/or intentional practices entitle the Plaintiff to actual and punitive damages.

**81.**

The actions of the Defendants, as aforesaid, were wilful and intentional and constitute violation of its common law duties. Said actions include intentional and fraudulent conduct, rendering the Defendant liable for punitive, as well as actual, damages, including attorneys' fees and expenses incurred in pursuing this litigation.

**82.**

Plaintiff prays that punitive or exemplary damages be assessed against the Defendants in an amount sufficient to punish the Defendants for their wrongful conduct and to deter like conduct in the future, and to serve as an example and a warning to others, so as to deter others from engaging in a similar course of conduct and to encourage all other insurance companies to have due and proper regard for the rights of their customers, and to protect the general public from future wrongdoing. Plaintiff prays that punitive damages be awarded in the appropriate amount to accomplish these purposes, taking into consideration the appropriate factors specifically set forth in the Mississippi Punitive Damage Statute, [Section 11-1-65 of the Mississippi Code Annotated](#), and applicable law, including among others, the degree of reprehensibility of the Defendants' conduct, the special relationship of the Defendant insurance company to the Plaintiff, the Defendants' awareness of the amount of harm being caused, the impact of the Defendants' conduct on the Plaintiff and other senior citizens, the Defendants' motivation in causing such harm, the duration of the conduct and attempts by the Defendants to conceal the wrongful nature of the conduct, the Defendants' **financial** condition, and compensation for the Plaintiff's public service in holding the Defendants accountable

by punishing the Defendants for their wrongdoing and deterring similar misconduct in the future by the Defendants and other companies similarly situated.

WHEREFORE, Plaintiff, JOHN DICKERSON, JR., sues and demands judgment against the Defendants, ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, JABARI OGBONNA EDWARDS, & THE EDWARDS AGENCY, INC., as follows:

- (a) Awarding Plaintiff compensatory damages in such amounts as are sufficient to compensate in full the Plaintiff for all damages incurred as a result of the Defendants' wrongdoing, including attorneys' fees and expenses;
- (b) Ordering disgorgement and restitution of Defendants' ill-gotten gains;
- (c) Imposing a constructive trust over said unjust profits retained by the Defendants;
- (d) Awarding punitive damages in an amount adequate to punish the Defendants and serve as an example to deter similar conduct by the Defendants or others in the future;
- (e) Awarding costs and expenses incurred in connection with this action;
- (f) Awarding pre-judgment and post-judgment interest as the Court deems appropriate; and
- (g) Granting such other and further relief as the Court deems just and proper, including imposition of a constructive trust and/or such extraordinary equitable relief as permitted by law, equity or statutory provisions as the Court deems proper to prevent unjust enrichment of the Defendants and to ensure that Plaintiff has an effective remedy for the damage caused and injury suffered as a result of the Defendants' wrongdoing as aforesaid.

Plaintiff respectfully demands a JURY TRIAL as to all portions of this suit to which trial by jury is appropriate.

This the 5<sup>th</sup> day of August, 2008.

JOHN DICKERSON, JR.

By: <<signature>>

Richard T. Phillips (MSB#4170)

ATTORNEY FOR THE PLAINTIFF

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